

October 26, 2015

U.S. Department of Energy
Office of Fossil Energy
Office of Oil and Gas Global Security and Supply
Division of Natural Gas Regulatory Activities
P.O. Box 44375
Washington, D.C. 20026-4375
Attention: John Anderson, Director

Re: Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC, DOE/FE Order Nos. 3282-C and 3357-B

Dear Mr. Anderson,

Pursuant to DOE Order Nos. 3282-C and 3357-B, Ordering Paragraph I(i), I am hereby submitting copies of certain executed long-term contracts associated with the long-term export of LNG from the Freeport LNG liquefaction project.

In accordance with Ordering Paragraph I(i), this transmittal contains:

(A) an unredacted copy of (i) the FOB MASTER LNG SALE AND PURCHASE AGREEMENT, dated as of September 30, 2015, between FLEXESS, LLC (an affiliate of Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC and FLNG Liquefaction 3, LLC) and The Kansai Electric Power Co., Inc. ("Kansai"), (ii) the DES MASTER LNG SALE AND PURCHASE AGREEMENT, dated as of September 30, 2015, between FLEXESS, LLC and Kansai, and (iii) the Omnibus and Confirmation Agreement, dated as of September 30, 2015, between FLEXESS, LLC and Kansai (collectively, the "Contracts"). The unredacted Contracts, attached hereto as Attachment A, contain highly sensitive and confidential commercial, financial and proprietary information and are being filed with DOE under seal on a confidential basis and not for public disclosure, as authorized by Order Nos. 3282-C and 3357-B; and

(B) a summary of the major provisions of the Contracts (attached as Attachment B hereto), together with the Declaration of John Tobola, Senior Vice President and General Counsel, Freeport LNG Expansion, L.P. (attached as Attachment C hereto). In accordance with Order Nos. 3282-C and 3357-B, Ordering Paragraph I(i), Mr. Tobola's declaration is provided in

Freeport LNG Expansion, L.P.
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response to the requirement that Freeport LNG Expansion, L.P. state why the non-disclosed information should be exempt from public disclosure.

Thank you for your attention in this matter. If you have any questions please do not hesitate to contact me at the contact information below.

Very truly yours,

A handwritten signature in blue ink, reading "Matthew Salo", positioned above a horizontal line.

Matthew F. Salo
Associate Counsel
Freeport LNG
333 Clay Street, Suite 5050
Houston, Texas 77002
(713) 634-3546 (office)

Exhibit B

Summary of Major Provisions

LONG TERM CONTRACTS – LNG EXPORTS
MAJOR PROVISIONS SUMMARY

1. ***DOE Order/FE Docket No(s):*** DOE Order Nos. 2913, 3066, 3357, 3282, 3357-B and 3282-C.
DOE/FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG and 12-06-LNG
2. ***LNG Liquefaction/Export Facility and Location:***
Freeport LNG facility located in and around Quintana Island, southeast of the city of Freeport in Brazoria County, Texas.
3. ***Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc):***
The Kansai Electric Power Co., Inc. has entered into an FOB Master LNG Sale and Purchase Agreement and a DES Master LNG Sale and Purchase Agreement with FLEXESS, LLC, which is an affiliate of Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC and FLNG Liquefaction 3, LLC.
4. ***Exact Legal Name of Parties/Counterparties to Contracts:***
Seller: FLEXESS, LLC
Buyer: The Kansai Electric Power Co., Inc.
5. ***5a. Contract Types (e.g. Purchase and Sale Agreement, Liquefaction Tolling Agreement, etc.):***
FOB Master LNG Sale and Purchase Agreements, DES Master LNG Sale and Purchase Agreement, and Omnibus and Confirmation Agreement
5b. Firm or Interruptible Contracts:
Interruptible.
6. ***Date of the Contracts:***
September 30, 2015
7. ***Contract Term:***
April 1, 2019 to March 31, 2031
8. ***Annual Quantity:***
The agreement entitles the Seller to deliver up to a maximum of 8,630,000 MMBtus of LNG annually, on an FOB or DES basis.
9. ***Take or Pay (or equivalent) Provisions/Conditions (please describe):***
Once a cargo is scheduled, Buyer is obligated to pay Seller for the agreed-upon volume for such cargo whether or not taken.
10. ***Legal Name of Entity (ies) that has (have) Title to the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):***

FLEXESS, LLC

11. *Export Destination Restrictions in the Contracts:*

The contracts restrict export of LNG received by the Buyer at the Freeport LNG facility to destination countries permitted under the applicable DOE/FE export authorizations.

12. *Resale Provisions:*

The contracts require that the Buyer's direct and indirect sales or transfers of LNG received by Buyer at the Freeport LNG facility be for delivery only to countries permitted under the applicable DOE/FE export authorizations.

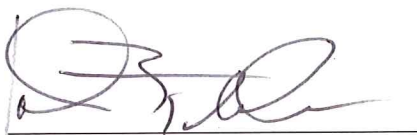
13. *Other Major Non-proprietary Provisions, if Applicable:*

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

DATED: October 26, 2015

SUBMITTED BY:

A handwritten signature in dark ink, appearing to read 'John B. Tobola', is written over a horizontal line.

John B. Tobola

Senior Vice President & General Counsel

Freeport LNG

Exhibit C

Declaration

DECLARATION OF JOHN TOBOLA

I, John Tobola, declare and state under penalty of perjury as follows:

1. I am Senior Vice President and General Counsel of Freeport LNG Expansion, L.P. ("FLEX"). My business address is 333 Clay Street, Suite 5050, Houston, Texas 77002.
2. FLEXESS, LLC, a Delaware limited liability company ("FLEXESS") and wholly owned subsidiary of FLEX, has entered into an Omnibus and Confirmation Agreement, an FOB Master LNG Sale and Purchase Agreement and a DES Master LNG Sale and Purchase Agreement, both dated as of September 30, 2015 (collectively, the "Contracts"), with The Kansai Electric Power Co., Inc. ("Kansai") pursuant to which FLEXESS may delivery to Kansai up to two (2) cargoes of LNG per year on either an FOB or DES basis, as determined by FLEXESS and Kansai, from the LNG export project under development at Freeport, Texas (the "Project").

A. Purpose of Declaration

3. Pursuant to U.S. Department of Energy ("DOE") Order Nos. 3282-C and 3357-B (the "Orders"), all executed long-term contracts associated with the long-term export of LNG from the Project must be filed with the DOE Office of Oil and Gas Global Security and Supply within 30 days of their execution. The Orders provide that if the executed long-term contracts to be filed contain confidential or proprietary information they may be filed "under seal" and either (i) a redacted version of the contract or (ii) a summary of major provisions of the contract may be provided for public access.

4. Pursuant to the Orders, FLEX is submitting unredacted copies of the Contracts under seal, together with a summary of their major provisions for public access. This

declaration addresses why the non-disclosed information should be exempted from public disclosure.

5. As further described in this declaration, the information submitted by FLEX to DOE includes highly sensitive and confidential commercial, financial and technical information, which neither FLEX nor its affiliates would release to the public, and the release of which would cause substantial competitive harm.

B. Competition in the Industry

6. FLEX and its affiliates face intense competition in the LNG markets in the United States and globally, including from other parties that have received or are seeking authorization from DOE to export domestically sourced LNG. Because the LNG market is a global market, there are numerous additional international competitors.

7. Disclosure of the contents of the Contracts could make apparent to FLEX's and its affiliates' competitors proprietary business policies and procedures as well as commercial strategies and trade secrets, including how purchase and sales transactions are structured. In the highly competitive LNG supply environment, such disclosure could cause competitive injury. For example, disclosure of price terms could provide insight to other LNG sellers as to the price that FLEX and its affiliates are willing to negotiate. If FLEX's or its affiliates' sensitive and confidential commercial, financial and technical information are allowed to enter the public domain, it would cause significant competitive harm to FLEX and its affiliates and allow their competitors to gain unfair competitive advantages in the national and global markets for long-term LNG export contracts.

C. Major Provisions Summary

8. In response to the Orders, FLEX has carefully reviewed the Contracts and identified confidential, proprietary, trade secret, commercial, financial and technical information, the release of which will cause substantial competitive harm.

9. The competitively sensitive information that FLEX identified consists of sensitive and confidential commercial, financial and technical information that is unique to the Contracts and heavily negotiated between the parties. Disclosure of this information would cause substantial harm to FLEX's and its affiliates' competitive position. Disclosure of this information would put FLEX and its affiliates at a competitive disadvantage in negotiations with other potential LNG buyers, as the information could provide those parties with insight into unique and heavily negotiated terms.

10. Consistent with Order Nos. 3282-C and 3357-B, FLEX is providing, for public access, a summary of the major provisions of the Contracts.

D. Confidentiality of Information

11. Neither FLEX nor its affiliates would release to the public the competitively sensitive information in the Contracts described herein. On the contrary, FLEX and its affiliates have taken great care to maintain the confidentiality of this information through company policies and procedures for the safeguarding of proprietary information, trade secrets and other sensitive business information. FLEX's and its affiliates' sensitive business information is proprietary and is not disclosed to the public.

[Signature page follows]

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 26th day of October 2015

FREEPORT LNG EXPANSION, L.P.

By: 

Name: John Tobola

Title: Senior Vice President & General Counsel